

REMARKS

No claims have been amended or canceled. Claims 1-13, 15-20, and 22-24 remain pending in the case. Further examination and reconsideration of pending claims 1-13, 15-20, and 22-24 are respectfully requested.

Section 103 Rejections

Claims 1-3, 8-13, 15-20, and 22-24 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,047,067 to Rosen (hereinafter "Rosen") in view of U.S. Patent No. 5,754,938 to Herz et al. (hereinafter "Herz"). In addition, claims 4-7 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Rosen in view of Applied Cryptography by Schneier (hereinafter "Schneier"), and further in view of U.S. Patent Application 09/751,856 to Harif (hereinafter "Harif"). Applicant respectfully traverses this rejection in its entirety and incorporates by reference the arguments made in the previous Response to Office Action Mailed April 11, 2003, October 23, 2003, and April 7, 2004 (hereinafter collectively referred to as "Previous Responses") with respect to Rosen, Schneier, and Harif. However, the newly cited reference to Herz will be addressed below along with the allegations of an incorrect hypothetical combination of Rosen and Herz.

In order to sustain the Examiner's burden of showing a *prima facie* obviousness of a claimed invention, three essential criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. Second, there must be a reasonable expectation of success. As stated in MPEP 2143.01, the fact that references can be hypothetically combined or modified is not sufficient to establish a *prima facie* case of obviousness. See *In re Mills*, 916 F.2d. 680 (Fed Cir. 1990). Finally, the prior art references must teach or suggest all the claim limitations. *In re Royka*, 490 F.2d. 981 (CCPA 1974); MPEP 2143.03, emphasis added. Specifically, "all words in a claim must be considered when judging the patentability of that claim against the prior art." *In re Wilson* 424 F.2d. 1382 (CCPA 1970). Using these standards, Applicant asserts that the cited art fails to teach or suggest all features of the currently pending claims. In addition, the cited art cannot be combined according to the hypothetical creation set forth in the Office Action since to do so would destroy the intended purpose of the references which explicitly teach away from that which is presently claimed. Some distinctive features of the present claims are set forth below.

Rosen and Herz do not teach, suggest, or provide motivation for maintaining the identities of the network members (i.e., network client, network host, or both) confidential to only the financial resolution unit. Present independent claims 1, 15, 19, 20, and 23 each recite the network client and network host have an identity that is confidential from one another — i.e., the network client does not know the identity of the network host and vice-versa. As set forth in claim 19 and 23, a computational device can be either the network host (claim 19) or the network client (claim 23). Moreover, claim 1 makes clear that even though the other independent claims specify the network client does not know the identity of the network host and vice-versa, the identity of the network client and network host are known only to the financial resolution center. Each of the present independent claims thereby specify that a network client cannot know the identity of a network host; a network host cannot know the identity of a network client; and the identities of the network client and network host are kept confidential from each other through a financial resolution center.

A financial resolution center is an entity which resolves a demand for payment by a network host, and the actual payment by a network client whenever a network host performs computing services for a network client. Not only does the financial resolution center operate as a banking institution to keep track of fund demands and fund transfers, but also operates as a bidding agent through an intermediary network server to keep track of the winning bids and to pay based on that bid. The financial resolution center is described throughout the specification not as a network client 12 or a network host 16, but as, for example, a financial institution (Specification -- Fig. 1; pg. 14, line 14-21).

From reviewing the cited art, it appears that a brief description of the present specification is needed to help demarcate that which is claimed from Rosen, Herz, or a combination thereof. As set forth in the present specification, computing resources are very expensive to “acquire and maintain” (Specification -- pg. 6, lines 24-28). Thus, it would be desirable to make available intensive data processing and computing resource allocation to users who, “on their own, would never be able to buy, maintain, or staff the data centers necessary to perform intensive data processing” (Specification -- pg. 7, lines 8-11).

To achieve this benefit, a network server will “act as an intermediary between a client and a host in negotiating a price for the execution of a process” (Specification -- pg. 8, lines 9-14). The network server will receive a payload that contains a specification of a particular process requiring execution by a computing system -- that process being attributable to or associated with a task (Specification -- pg. 13,

lines 4-24). Once the payload and specification for the process is received by the network server from the network client, the network server can then solicit bids from a network host, for that host to then execute the process (Specification -- pg. 17, lines 26-28). The bids solicited by the network server are indicative of a dollar amount that a network host would charge, in terms of computing resources needed, to execute that particular process being solicited. For example, a corporation such as IBM Corporation might actually sell computing resources to smaller users of those resources; thus, the smaller users would be required to pay IBM in terms of, for example, computing time.

The process by which money exchanges hands takes place primarily through a financial clearinghouse, such as a financial resolution center (FRC) (Specification -- Fig. 1). In order for the network client to pay the network host provider for executing the client's program, the network client 12 will issue, along with payload 30, a network client program instruction 42 and, more particularly, a financial charge receiving program 424 (Specification -- Figs. 1-2). Upon sending payload 30, however, network client 12 only knows the identity of the network server, and the network server 14 will negotiate independent of client 12 with various network hosts to solicit bids from those network hosts 16 (Specification -- pg. 17, line 23 - pg. 18, line 2; Fig. 1). Once network server 14 accepts a bid from a particular host 16, payload 30 is forwarded from server 14 to host 16 in order for host 16 to execute the program (Specification -- pg. 18, lines 4-11). Throughout the process, however, the network client does not know the identity of the network host or vice-versa. All client 12 does is forward a payload specifying execution of a program, and it is then up to the network server 14 to solicit bids. Thus, the network client communicates with the network server, but no further; the network server communicates with a network host. Importantly, the network server, as an intermediary, prevents disclosing identities of the network client to a network host or vice-versa. The network server simply forwards a specification from a client and receives bid proposals and executed outcomes from a host.

Along with network server 14, a financial resolution center also operates as an intermediary on financial transactions, where money is paid from the client to the host. The client, however, does not know the identity of a host that has performed services for that client. Instead, the network server has a transmission medium 26 extending between itself and FRC 22 (Specification -- Fig. 1). Network server 14 thereby instructs the financial resolution center to submit, for example, a request for payment from the network server to the network client and, thereafter, FRC 22 forwards electronic funds received from the client either directly to host 16 or to host 16 via network server 14 (Specification -- pg. 18, line 13 - pg. 21, line 20). To impart integrity into the overall system, it is important that the client not know the identity of

the host which performs processing services for the client, and the host not know which client requested those services. It is also important that the FRC provide anonymous payments from the network server to the network host without the host knowing that the payment was derived from a network client (See, for example, Specification -- pg. 8, lines 17-25). Further details of both the processing request, bid procedure, and processing transaction, as well as the financial exchange resulting from the processing transaction was provided in the Response to Office Action Mailed April 11, 2003 -- particularly, pages 9-10.

Contrary to the claimed anonymity between a network client and the network host, Rosen specifically requires the identity of subscriber A be disclosed to subscriber B and vice-versa. For example, Rosen states that "A agrees to exchange with B dollars (\$) for pounds (£) at an exchange rate of \$/£" (Rosen -- col. 16, lines 53-54). Therefore, a client (i.e., subscriber A) in Rosen must be aware of the identity of a host (i.e., subscriber B) if it agrees to exchange currency specifically with B. Rosen also states that in a point of sale (POS) payment protocol, "A agrees to purchase products or services from B" (Rosen -- col. 19, line 45). Thus, Rosen specifically requires that for a transaction between a client and a host, A must know the identity of B since A agrees to purchase goods or services specifically from B! Therefore, Rosen purposely teaches away from the anonymity or confidentiality requirements of the present independent claims (See, Previous Response -- pp. 10-12).

Therefore, Applicant cannot agree with the statement made on page 2 of the Office Action that "Rosen ('067) does not explicitly disclose identities of the network members are known only to the financial resolution center." A person skilled in the art, when reading Rosen, would not deduce that Rosen simply "does not explicitly disclose identities of the network members are known only to the financial resolution center," but would gather from Rosen's teachings that Rosen specifically requires that the network members must be known to each other in order for the transaction to occur. There simply is no intermediary in Rosen that could solicit bids from a client and submit payment from the client, completely anonymous to the host and vice-versa. Currency exchange transactions and point of sale transactions simply do not work in the fashion presently claimed.

The deficiencies of Rosen are further compounded by the deficiencies of the newly cited reference to Herz. The Office Action alleges that Herz discloses identities of the network members to only the financial resolution center, and cites Figs. 14 and 15 of Herz (Office Action -- pg. 2). However, when closely reviewing Herz, nowhere in any of the figures includes Figs. 14 and 15, is there any mention of a financial resolution center, such as a banking institution or the like. Moreover, there is no mention in Herz

of maintaining the identity of a client from a host or the identity of a host from a client. The only teaching in Herz is to maintain a user's profile interest summary confidential to a user (Herz — Abstract; col. 1, lines 37-40). Keeping a target profile interest summary of a user's likes and dislikes relative to a target profile of various target objects confidential to only the user is not that which is presently claimed. The present claims deal with maintaining a client's identity confidential from a host, a host's identity confidential from a client, and both identities known only to a financial resolution center. While Herz teaches encrypting a pseudonym proxy server that will contain a target profile interest summary, a client can nonetheless access the proxy server with the appropriate decryption or key. Thus, armed with an appropriate key, a client can access the interest summary. However, regardless of whether a client can or cannot access the interest summary, a client can access the identity of a user, just not certain interest levels pertinent to a target profile of various target objects. Moreover, it is imperative in Herz that a user access and thereby know at all times the identity of a client, proxy server, host, or other such entities. Nowhere is Herz is there any suggestion that the user not know the identity of a client, host, network vendor, etc.

Compounded with the fact that Herz only protects the interest summary of a user from a client, and not the identity of a user or client, Herz cannot overcome Rosen's purposeful teaching away from the anonymity or confidentiality requirements of the present independent claims. Moreover, nowhere is Herz is there any mention that a financial resolution center can be used to resolve bids, demands for payment, and payments as an anonymous intermediary of such activities from that of the other network members (client/server) as claimed. There must be some suggestion in Herz for making the appropriate modifications to Rosen in order to fulfill the obviousness burden placed upon the Examiner. Not only does Rosen teach away from anonymity, but Herz makes no mention that both a network client and a network host are kept confidential from each other. At best, Herz only teaches that certain information of a user is kept confidential, but that confidentiality is not reciprocal nor that confidentiality is maintained within the financial resolution center intermediary.

For at least the reasons set forth above, independent claims 1, 15, 19, 20, and 23, as well as claims dependent therefrom, are asserted to be patentable over Rosen and Herz, either individually or in combination. Accordingly, removal of this rejection is respectfully requested.

In addition, several of the dependent claims are believed to be separately patentable. For example, claim 2 recites in part: "... wherein the network members are determined by the financial resolution center." This feature in combination with the features of independent claim 1 do not appear to be taught or

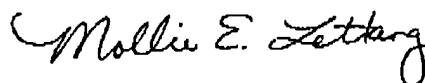
suggested by the prior art. Furthermore, the cited references (Schneier and Harif) to various dependent claims, such as claims 4-7, do not individually or in combination render those claims, as further limitations of claim 1, obvious.

CONCLUSION

This response constitutes a complete response to all issues raised in the Office Action mailed October 7, 2004. In view of the remarks traversing the rejections presented therein, Applicants assert that pending claims 1-13, 15-20, and 22-24 are in condition for allowance. If the Examiner has any questions, comments, or suggestions, the undersigned earnestly requests a telephone conference.

No fees are required for filing this amendment; however, the Commissioner is authorized to charge any additional fees which may be required, or credit any overpayment, to Daffer McDaniel, LLP Deposit Account No. 50-3268/5468-06500.

Respectfully submitted,



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